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charges the debt, he is not subrogated to the rights of the creditor against the principal debtor. *Kimble* v. *Cummins*, 3 Met. (Ky.) 327; *Bancroft* v. *Abbott*, 3 Allen (Mass.) 524. But in limitation of this doctrine it is held that he does not lose his right to subrogation by waiving certain defenses which he may have against the creditor. *Beal* v. *Brown*, 13 Allen (Mass.) 114 (Statute of Frauds); *Shaw* v. *Loud*, 12 Mass. 447 (Statute of Limitations); *Ricketson* v. *Giles*, 91 Ill. 154 (coverture); *Simmons* v. *Goodrich*, 68 Ga. 750 (variation of risk). There seems to be no fixed rule as to the extent to which defenses may be waived, but the principal case is supported by authority in applying the principle liberally to underwriters. *Amazon Ins. Co.* v. *The Iron Mountain*, Fed. Cas. No. 270. See *Sun Mutual Ins. Co.* v. *Mississippi Valley Transportation Co.*, 17 Fed. 919, 923. It is submitted, however, that there could be no recovery if payment were made on an absolutely void policy, and that the language of the decision is very broad.

LANDLORD AND TENANT — RENT — LANDLORD'S STATUTORY LIEN. — A contract of sale of land provided that on the purchaser's failure to pay any annual instalment of the price he should pay rent for that current year, the relation of landlord and tenant should immediately arise, and the landlord's lien for rent come into being, with full right to distrain as if a contract of rental had been made at the beginning of the year. The purchaser, before his failure to pay the first instalment, mortgaged his crops to one who knew of the contract. A statute gave a landlord a lien for rent on his tenant's crops. *Held*, that the vendor has a landlord's lien superior to the mortgagee's lien. *Wilkins* v. *Fulcher*, 70 S. E. 691 (Ga., Ct. App.).

The statute might have been construed to protect a seller who has let the buyer into possession; for the latter is before the conveyance a tenant at will. *Harris* v. *Frink*, 49 N. Y. 24. *Contra*, *Griffith* v. *Collins*, 116 Ga. 420. He is liable for use and occupation, if he prevents a conveyance. *Gould* v. *Thompson*, 4 Met. (Mass.) 224. *Contra*, *Smith* v. *Stewart*, 6 Johns. (N. Y.) 46. And the statutory lien arises on an express agreement to pay for use and occupation. *Powell* v. *Hadden's Executors*, 21 Ala. 745. But the statute has been construed as not extending to the merely incidental tenancy arising from the relation of buyer and seller. *Taylor* v. *Taylor*, 112 N. C. 27. *Cf. Tucker* v. *Adams*, 52 Ala. 254. Therefore the principal case is incorrect if prior to the purchaser's default the relation was solely one of buyer and seller. *Wilczinski* v. *Lick*, 68 Miss. 596. It is correct if the contract also established an immediate relation of landlord and tenant within the meaning of the statute. *Bacon* v. *Howell*, 60 Miss. 362; *Jones* v. *Jones*, 117 N. C. 254. A contract merely requiring payment of rent upon the purchaser's failure to pay any instalment of the price has been held to create such a relation. *Collins* v. *Whigham*, 58 Ala. 438. *Cf. Thornton* v. *Strauss*, 79 Ala. 164. *Contra*, *Oxford* v. *Ford*, 67 Ga. 362. At any rate, the contract in the principal case, with its additional provisions, may be so construed. *Cf. British & American Mortgage Co.* v. *Cody*, 135 Ala. 622.

LAW AND FACT — PROVINCES OF COURT AND JURY — COMPETENCY OF WITNESS DEPENDING ON MAIN ISSUE. — On the sole issue whether the defendant was one Lee, who was admitted to have committed the murder charged, the defense offered to put Lee's wife on the stand to disprove the identity. The law of the state prohibited husband and wife from testifying for or against each other. The court refused the testimony on the ground that it believed the defendant was Lee. *Held*, that this was not error. *State* v. *Lee*, 64 So. 356 (La.).

It is well settled that questions relating to the admissibility of evidence are for the judge. *Bartlett* v. *Smith*, 11 M. & W. 483. This is so even if the question